

THE HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

RONALD PONTON, SR., *Individually*,
RONALD PONTON, dba MEXICO MOVING
COMPANY, and TOMIKA PONTON, *on*
behalf of themselves and others similarly
situated,

Plaintiffs,

v.

JPMORGAN CHASE & CO. and
JPMORGAN CHASE BANK, N.A.,

Defendants.

CASE NO.: 2:24-CV-00248-RAJ

**DEFENDANTS' REPLY TO
PLAINTIFFS' OPPOSITION TO
DEFENDANTS' MOTION TO
STAY PROCEEDINGS PENDING
MANDATORY INDIVIDUAL
ARBITRATION (DKT. 26)**

Defendants JPMorgan Chase Bank, N.A. ("Chase") and JPMorgan Chase & Co. ("JPM," and with Chase, "Defendants"), submit this Reply to the Opposition filed by plaintiffs Ronald Ponton, Sr., Ronald Ponton DBA Mexico Moving Company, and Tomika Ponton (collectively, "Plaintiffs" or the "Pontons") to Defendants' Motion to Stay Proceedings Pending Mandatory Individual Arbitration (Dkt. 26) (the "Motion").

By this Reply, and in light of Plaintiffs' First Amended Complaint (Dkt. 35) which removed all class-related allegations and made clear Plaintiffs are now pursuing their claims individually (and no longer as a putative class action), Defendants hereby withdraw their Motion, while at the same time expressly reserving all of their contractual and legal rights to renew the Motion, in whole or in part, should Plaintiffs seek leave from the Court to amend their First

1 Amended Complaint to reassert new or different claims or allegations, including any claims or
2 allegations purporting to proceed on behalf of a putative class or otherwise suggesting that this
3 case should be a putative class action.

4 By way of background, Plaintiffs' original pleading, styled as a "CLASS ACTION
5 COMPLAINT," brought seven causes of action against Defendants on behalf of a putative Texas
6 Class, a putative Illinois Class, and a putative Nationwide Class, as all such putative classes were
7 defined in that Complaint. *See* Dkt. 1 at ¶¶ 59-161. In light of, among other things, Plaintiffs'
8 class-based allegations and indication that they sought to proceed as a class action, Defendants
9 filed the Motion on May 31, 2024. *See* Dkt. Nos. 26 to 31-1. In their Motion, Defendants argued
10 that arbitration must not only be compelled, but must proceed on an individual basis, given the
11 class action waivers to which Plaintiffs agreed in the Deposit Account Agreement. *See* Dkt. 26
12 at 5-6, 19-20. Plaintiffs filed their First Amended Complaint on June 21, 2024. *See* Dkt. 35. A
13 redline of the First Amended Complaint as against the original Complaint is annexed hereto as
14 Exhibit A. That redline makes clear that Plaintiffs have voluntarily omitted all of their class-
15 based allegations and are now proceeding only on an individual basis. *See id. generally.*

16 In reliance upon and solely due to the Plaintiffs' recent decision to proceed on an
17 individual basis (and not as a putative class action), Defendants hereby withdraw their Motion
18 without prejudice to renew it. In doing so, Defendants do not in any way concede the merit of
19 any arguments raised in Plaintiffs' opposition to the Motion (*see* Dkt. 36) or the allegations in
20 the First Amended Complaint. As noted above, Defendants expressly reserve their rights to
21 renew the Motion should Defendants later seek to amend the First Amended Complaint,
22 including if they seek to again assert class-based allegations or to otherwise proceed on behalf of
23 any putative class.

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1 DATED this 25th day of June, 2024.

2 LANE POWELL PC

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15 *Attorneys for Defendants JPMorgan Chase & Co.*
16 *and JPMorgan Chase Bank, N.A.*

17 I certify that this memorandum contains 466 words,
18 in compliance with the Local Civil Rules.